

## PERSONAL SERVICES CONTRACT

The House of Representatives of the State of Washington ("House") and the Rampart Group LLC ("Contractor") enter into this personal services contract ("Agreement") on the date last executed below.

### RECITALS

WHEREAS, Contractor has detailed knowledge of performing investigations; and,

WHEREAS, the House is in need of the unique talents and services offered by Contractor,

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

**1. Statement of Work.** Contractor will conduct a fact-finding investigation that includes conducting interviews of witnesses; reviewing documents, correspondence, online open source reporting and communications; debriefings; and will prepare a preliminary and a final report.

The scope of the investigation is as follows:

- Determine whether Representative Matt Shea has engaged in, planned, or promoted political violence against groups or individuals.
- Identify the extent of Representative Shea's involvement with groups or individuals who promote, engage in, or plan political violence against groups or individuals and the nature of the activities in which these individuals or groups are engaged.
- Assess the level of threat of political violence posed by these individuals and groups.

If in the course of the investigation, Contractor discovers other relevant information that is outside of the scope of this Statement of Work, Contractor shall consult with the House for guidance on whether the information should be included in the final written report.

**2. Period of Performance.** Contractor expects to complete a preliminary report by September 30, 2019. Contractor shall submit a final report to the House by December 1, 2019. This timeline is an approximation based on the facts as currently understood, and may be adjusted after discussion with the House. This agreement shall be effective July 29, 2019 through December 31, 2019.

**3. Compensation.** The House will reimburse Contractor for services and expenses incurred relating to this work. The activities for which Contractor's time will be billed will include: preparation for and conducting interviews, obtaining and reviewing documents and records, finding and reviewing online correspondence and publications, analyzing information obtained in the initial fact-finding, meetings with the House, oral and written reports, and time spent traveling. Typical of the costs for which the House will be billed would be (if applicable):



delivery fees, computer assisted research, forensic analysis of records, copying, imaging, long distance telephone charges, and travel costs.

The House shall compensate the Contractor at the rate of \$375 an hour for investigative services performed by senior investigators, \$225 an hour for investigative consultants, \$175 an hour for administrative research, \$375 an hour for report writing, and \$175 an hour for travel time. Expenses and service fees for the investigation may not exceed a total of \$120,000 without further written agreement between the House and Contractor. Payments shall be made monthly, upon submission of invoice from Contractor. The House shall pay a deposit of \$5,000 upon finalization of this Agreement. Any expenses associated with this Agreement shall be borne by the Contractor and reimbursed by the House. Reimbursement for costs associated with performance of this contract shall be in accordance with addendum A, attached herein.

The mailing address for billing purposes for the House is as follows:

House Accounting Office  
Washington State House of Representatives  
103 John L. O'Brien Building  
P.O. Box 40600  
Olympia, Washington 98504-0600  
[HouseAccounting@leg.wa.gov](mailto:HouseAccounting@leg.wa.gov)

The mailing address for billing purposes for Rampart Group LLC is as follows:

Rampart Group LLC  
3388 NW Byron St., Suite 200  
Silverdale, WA 98383

**4. Independent Contractor Status.** Contractor is not an employee of the House, and shall be for all purposes under this Agreement an independent contractor. Contractor shall be liable for their own insurance and taxes, including, but not limited to, federal income tax and social security tax. Contractor agrees that it will not hold itself out as, nor claim to be an officer or employee of the State of Washington by reason of this Agreement, nor will the Contractor make any claim of right, privilege, or benefit which would accrue to a state employee under Chapter 41.06 RCW or other law.

**5. Immunity from Civil Liability.** The House cannot indemnify Contractor against third party claims arising out of or in connection with Contractor's performance under the Statement of Work. Contractor may be immune from civil liability under RCW 4.24.510 and, in accordance with that statute, may be entitled to recover expenses and reasonable attorneys' fees incurred in establishing a defense to a third party claim related to this Agreement. Additionally, Contractor may be entitled to receive statutory damages of ten thousand dollars.



**6. Contacts.** The parties agree that the primary contacts under this Agreement will be:

House of Representatives  
Alison Hellberg  
PO Box 40600  
Olympia, WA 98504  
360-786-7767  
[alison.hellberg@leg.wa.gov](mailto:alison.hellberg@leg.wa.gov)

Rampart Group LLC  
Kathy Leodler  
3388 NW Byron St, Ste 200  
Silverdale, WA 98383  
(800) 421-0614  
[kathy.l@rampartgroup.com](mailto:kathy.l@rampartgroup.com)

**7. Confidentiality/Prohibition on Campaign Use/Conflict of Interest.** Contractor shall not disclose to any third party nor use in any manner, not necessary for Contractor's performance under this contract, any information obtained by reason of the services performed pursuant to this contract without the prior written consent of the House. To the extent that House equipment, facilities and personnel are made available to Contractor for purposes of this contract, it is prohibited by RCW 42.52.180 from using those public resources for campaign purposes.

**8. Termination.** Either party may terminate this Agreement without cause at any time following five (5) days written notice to the other party. In the event of termination under this Paragraph, the House shall be liable to Contractor only for services rendered and expenses incurred by Contractor prior to the effective date of said termination.

**9. Agreement Changes, Modifications and Amendments.** This Agreement may be changed, modified or amended only by written agreement executed by both parties.

**10. Governing Law / Venue.** This Agreement is governed under the laws of the State of Washington; venue for any action brought under this Agreement shall be in Thurston County, Washington.

**11. Other Provisions.**

*Attorney Fees and Costs.* Contractor and the House agree that should any action be instituted by either party against the other regarding the enforcement of the terms of this Agreement, the prevailing party will be entitled to all of its expenses related to such litigation including, but not limited to, reasonable attorneys' fees and costs, both before and after judgment.

*Counterparts.* For the convenience of the parties, any number of counterparts of this Agreement may be executed by the parties hereto. Each such counterpart shall be, and shall be deemed to be, an original instrument, but all such counterparts taken together shall constitute one and the same Agreement.

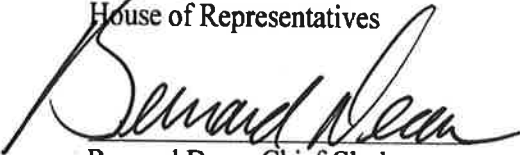
*Notices.* The parties agree that any notices that are required to be given under this Agreement shall be given in writing, sent by certified mail, return receipt requested, to the principal place of business of the House or principal place of business of Contractor as set forth herein.




*Severability of Agreement.* To the extent that any provision hereof is deemed unenforceable, all remaining provisions of this Agreement shall not be affected thereby and shall remain in full force and effect.

*Waiver of Breach.* The waiver by the House of a breach of any provision of this Agreement by Contractor shall not operate as a waiver of any subsequent breach by the Contractor. No waiver shall be valid unless placed in writing and signed by an officer of the House.  
We, the undersigned, agree to the terms of the foregoing Agreement.

Washington State  
House of Representatives

  
Bernard Dean, Chief Clerk

Rampart Group LLC

  
Kathy Leodler, CEO/Sr Investigator

7/29/2019  
Date

July 29, 2019  
Date

7/26/2019

Rampart Group LLC  
3388 NW Byron Street, #200  
Silverdale WA 98383  
Phone: 18004210614

## ESTIMATE



**RAMPART**  
GROUP

Safeguard your profitability today for ensured success  
tomorrow

WA State House of Representatives  
Bernard Dean  
Legislative Building  
416 Sid Snyder Ave SW  
Olympia WA 98504

Estimate #:	2008
Date:	July 26, 2019
Estimate Total (USD):	\$119,952.86

Task	Time Entry Notes	Rate (\$)	Hours	Line Total (\$)
Investigation	Investigation Services - Rampart Group Sr Investigators Kathy Leodler/Paul Leodler including dates July 29 - September 30, 2019. 2 Investigators @ 15 hrs/week each = 30hrs/wk x 9 weeks.	375.00	270	101,250.00
Investigation	Investigative Consultant Outsourced Assistance of Licensed WA Private Investigator - Spokane Valley, WA - Estimated 8 hrs @ 225/hr	225.00	8	1,800.00
Administrative	Assimilation of records, documents, open source research, report production/assimilation - Estimated 12hrs @ 175	175.00	12	2,100.00
Report Writing	Interim/Preliminary Report - Review, assimilate documents and prepare report	350.00	16	5,600.00
Travel Expense	Roundtrip airfare for 2 Sr Investigators from Seatac Airport to Spokane, WA and return - Alaska Airlines 225/traveler x 2	225.00	2	450.00
Lodging	Lodging @ Spokane WA @ 105/night x approximate/estimated 5 nights. Consistent with 2019 GSA rates for Spokane, WA - Married couple only one room required	105.00	5	525.00
Travel Vehicle	Rental Vehicle at Spokane, WA @ 79/day plus tax 85/day x approximate/estimated 5 days	85.00	5	425.00
Meals	Meals and Incidentals @ Spokane, WA - 61/day approximate/estimated 5 days. 305 x 2 Investigators. Consistent with 2019 GSA rates for business travel, Spokane, WA	305.00	2	610.00
Expenses	Miscellaneous unidentified/unexpected expenses to be applied as required. For example, a possible second trip to Spokane to include mileage, tolls, and other related travel expenses.	1,800.00	1	1,800.00
Consultation	Meetings, conference calls, and other communications with client - 2 Investigators @ 375/hr	750.00	4	3,000.00
Travel Time	Round trip travel time to Spokane, WA from Silverdale, WA estimated @ 5 hrs x 2 Investigators billed at reduced rate 175/hr. Travel time to Olympia, WA from Rampart Group office and return - no charge	175.00	10	1,750.00
Administrative Services Fee	Administrative services related to expenses and taxes. Standard business rate 15%, discounted to 10% of total expenses	4,048.00	0.1	404.80
Travel Expense	Tolls and mileage. Mileage is charged at the IRS rate of .58 per mile. Total miles from Rampart Group office to airport 63.7 x2, and mileage from Rampart Group office to Olympia 64.3 x4 (2 trips) Toll bridge fee of \$5 x3	238.06	1	238.06
NOTES: This is an estimate based on the defined scope of work and known field conditions. Actual expenses, fees for services and other charges billed to client may vary subject to changes in scope of work, unforeseen field conditions and circumstances, or unanticipated charges due to third-party vendors (such as airlines, hotels or others). Client is responsible for all billed expenses and services fees.				
Subtotal:				119,952.86

7/26/2019

	<b>Estimate Total (USD):</b>	<b>\$119,952.86</b>
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<p><b>Net 15 Days</b></p>
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<p><b>Total deposit of \$5000 is required at time of contract agreement.</b></p>
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<p><b>Please make check payable to:</b> <b>Rampart Group LLC</b> <b>3388 NW Byron Street, Suite 200</b> <b>Silverdale, WA 98383</b></p>
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